

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

INTEGRAND ASSURANCE COMPANY,

Plaintiff,

v.

EVEREST REINSURANCE COMPANY;  
ODYSSEY REINSURANCE COMPANY; CATLIN  
(XL CATLIN) UNDERWRITING INC., MIAMI ON  
BEHALF OF LLOYD'S SYNDICATE 2003,  
LONDON; SWISS REINSURANCE AMERICA  
CORPORATION ARMONK; ALLIED WORLD RE  
ON BEHALF OF LLOYD'S SYNDICATE 2232,  
LONDON; MS AMLIN P/C; ASPEN INSURANCE  
UK LIMITED TRADING AS ASPEN RE LONDON,  
ENGLAND; LIBERTY SPECIALTY SERVICES  
LTD LIB 4472, PARIS OFFICE UNDERWRITING  
FOR AND ON BEHALF OF LLOYD'S  
SYNDICATE NO. 4472,

Defendants.

CASE NO. 19-cv-01111 (DRD)

RE: INJUNCTION AND  
DAMAGES FOR VIOLATION  
OF ANTITRUST LAWS;  
INSURANCE CODES;  
UNFAIR COMPETITION;  
DECLARATORY JUDGMENT;  
BREACH OF CONTRACT;  
COLLECTION OF MONEY  
AND DAMAGES

**EXHIBIT A**

**CODEFENDANT ODYSSEY REINSURANCE COMPANY'S  
MOTION AND MEMORANDUM OF LAW REQUESTING  
DISMISSAL OF PLAINTIFF'S CLAIMS AGAINST  
ODYSSEY REINSURANCE COMPANY AND COMPELLING  
THE IMMEDIATE ARBITRATION OF ALL SUCH CLAIMS**

**COURT OF ARBITRATION**

INTEGRAND ASSURANCE COMPANY

Claimant

vs.

ODYSSEY REINSURANCE COMPANY

Respondent

Case No.

BREACH OF CONTRACT;  
COLLECTION OF MONIES  
AND DAMAGES

**DEMAND FOR ARBITRATION**

**TO THE HONORABLE COURT OF ARBITRATIONS:**

COMES NOW, Claimant, Integrand Assurance Company ("Integrand"), through its undersigned counsel, and respectfully alleges and prays:

1. This Court of Arbitration has jurisdiction and venue in San Juan, Puerto Rico pursuant to the Covenant to arbitrate disputes contained in the Reinsurance Agreements No. B110817IB11061 and B110817IB11062, as amended, effective May 1, 2017 (the "Reinsurance Agreements") entered into by and between Integrand and Respondent Odyssey Reinsurance Company ("Odyssey").

2. Also pursuant to the express terms and conditions of the Reinsurance Agreements, Odyssey is obligated to immediately pay its share of all loss settlements made by Integrand on account of claims made by policyholders in connection with personal and

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commercial catastrophe excess losses resulting from damages caused by Hurricane Irma, which struck Puerto Rico on September 6, 2017.

3. Integrand has provided Odyssey with all notices of loss and settlements, supporting documents and bordereau of unsettled losses.

4. All claimed loss settlements are within the terms and conditions of the original policies and within the terms and conditions of the Reinsurance Agreements.

5. Despite having acknowledged receipt of all loss notifications and settlements, Odyssey has arbitrarily, and in concert with other reinsurance companies, refused to honor the cash calls made by Integrand which total \$4,078,304.

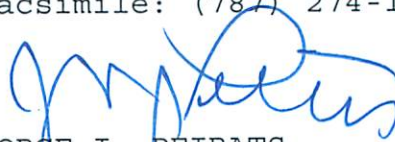
6. In addition to the aforesaid amount owed under the Reinsurance Agreements, Odyssey's willful refusal to pay has caused severe consequential damages to Integrand, which at this time cannot be calculated, but which in any event will exceed the sum of \$1,000,000.

**WHEREFORE,** Integrand respectfully requests the Court of Arbitration to enter an award in Integrand's favor and against Odyssey for the sum of \$4,078,304, plus legal interest and for an amount yet unspecified of damages, plus costs and attorney's fees.

In San Juan, Puerto Rico, this 5<sup>th</sup> day of December, 2018.

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